BANGALORE ELECTRICTY SUPPLY COMPANY LIMITED

(Wholly owned by Government of Karnataka undertaking)

Tender Enquiry No:
BESCOM/GM-DAS/BC-19/HK&SS/2023-24/15/CALL-3
Dated: 11.07.2023

BID DOCUMENTS

FOR

Providing Mechanized Housekeeping Services, Security Services, Gardeners & STP Operators to BESCOM Integrated Control Centers (BICC-1 & BICC-2) at HSR Layout and Rajajinagar, Bangalore

Issued By

General Manager (DAS)
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SECTION – I

INSTRUCTION TO BIDDER

(ITB)

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED, Corporate Office, K.R. Circle, Bangalore-560 001 invites Electronic Bids from eligible Bidders for the work mentioned below, under Competitive Bidding against enquiry number:

Tender Enquiry No:
BESCOM/GM-DAS/BC-19/HK&SS/2023-24/15/CALL-3 Dated: 11.07.2023

FOR

Providing Mechanized Housekeeping Services, Security Services, Gardeners & STP Operators to BESCOM Integrated Control Centers (BICC-1 & BICC-2) at HSR Layout and Rajajinagar, Bangalore.

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1 BRIEF DESCRIPTION

The General Manager(Ele.,), DAS Section, BESCOM, HSR Layout, Bangalore-560102 on behalf of Bangalore Electricity Supply Company Limited, invites tender vide **Enquiry No.: BESCOM/GM-DAS/BC-19/HK&SS/2023-24/15/CALL-3** in two parts (Techno Commercial Bid and Price Bid) through **e-procurement portal (https://kppp.karnataka.gov.in) for Providing Mechanized Housekeeping services, Security Services, gardeners & STP operators (19No's house keepers, 2Nos housekeeping supervisors, 16 No's of security guards, 1No's of security supervisors, 2 No's of gardeners and 1 No's of STP operators) to BESCOM Integrated Control Centres (BICC-1&BCC-2) at HSR Layout and Rajajinagar, Bangalore for a period of 24 months**.

2 NOTIFICATION INVITING BIDS

1.	**Tender Enquiry Number**	BESCOM/GM-DAS/BC-19/HK&SS/2023-24/15/CALL-3 Dated: 11.07.2023
2.	**Name of Work**	Providing Mechanized Housekeeping services, Security services, Gardeners & STP operator (19No's-House Keepers, 2No's-House-keeping Supervisors, 16No's-Security Guards, 1No's-Security Supervisors, 2No's-Gardeners & 1No's of STP operators) to BESCOM Integrated Control Centers (BICC-1 & BICC-2) at HSR Layout and Rajajinagar, Bangalore for a period of 24 months.
3.	**Approx. Amount put to tender**	Rs.2,36,41,794.00/- (Rupees Two Crore Thirty Six Lakh Forty One thousand Seven hundred and Ninety Four only)
4.	**Tender processing fee**	Refer e-procurement website https://kppp.karnataka.gov.in
5.	**Earnest Money Deposit**	Rupees Three Lakh Fifty Five Thousand Only)
6.	**Validity of the Bid**	180days
7.	**Type of Tender**	Two tender document system
8.	**Date of availability of Bids in e-proc portal**	From 17.07.2023 from 16:00Hours Onwards
9.	**Last date for submission of queries**	21.07.2023 at 11:00Hours
10.	**Prebid meeting**	21.07.2023 at 11:00Hours
11.	**Due date for submission of Bids in e-proc portal** Rs **3,55,000/-**(	01.08.2023 up to 16:00Hours
12.	**Date of opening of Technical bid**	04.08.2023, 11:00Hrs Onwards

13.	**Date of opening of Price Bid**	Will be opened after the completion of technical evaluation.
14.	**Completion Schedule**	As mentioned in the tender documents

3 SCOPE OF WORK:

a) The Bidder should provide 19 numbers of house-keeping personnel, 2 numbers of house-keeping supervisors, 16 number security guards, 1 numbers security supervisors, 2 numbers of gardeners, and 1 number of STP operators, for Mechanized housekeeping services, security services, gardener & STP operator on full time basis to BESCOM Integrated Control Centers (BICC-1 & BICC-2) at HSR Layout and Rajajinagar Bangalore, BESCOM, for a period of 24 months & to discharge the duties as per the instructions of the concerned officers of DAS, BESCOM, Bangalore.

b) Providing Mechanized housekeeping services, Security services, Gardeners and Sewage treatment plant (STP) operators of the entire property in BESCOM Integrated Control Centers (BICC-1 & BICC-2) at HSR Layout and Rajajinagar, Bangalore, Vehicle parking area, & open area, approach roads and garden area.

c) Bidders are advised to inspect the office premises and obtain all relevant information regarding all matters such as nature of works to be carried out, during office working hours, floor areas, toilets location etc., working conditions, obstructions and hindrances that may arise etc., before submission of bid. Ignorance of nature of works to be carried out in the working conditions etc. will not be entertained at a later date.

d) The staffs deployed at the control centers shall be issued a uniform, cleaning allowance, laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Bidder, date of appointment, any other details etc. by the Bidder within one month from the date of contract.

3.1 THE MATERIALS REQUIRED FOR PROVIDING MECHANIZED HOUSEKEEPING OPERATIONS PER MONTH.

3.1.1 MATERIAL AND CONSUMABLES/DURABLES:

a) All materials/consumables other related items to be used for performing mechanized housekeeping services shall be provided by the successful Bidder.

b) The Bidder shall assess the quantity of consumables to be used and supply them in advance and store them at BESCOM in the store room assigned on **fortnightly** basis. The stores are to be replenished at least 5 days in advance.

c) Consumables shall be issued every morning in presence of an official/agent authorized by BESCOM. The quantity of consumables will be determined based on the need at the appropriate place and the need will be based on keeping the place neat, clean and tidy with all round good fragrance

List of consumables and durables to be used for the mechanized Housekeeping by the successful bidder/Contractor/ Bidder.

a) Consumables

1) Floor Duster
2) White dusters
3) Yellow dusters
4) Room Fresheners
5) Air Fresheners
6) Urinal Cubes
7) Naphthalene balls
8) Sponges
9) Multipurpose cleaner
10) Disinfectant liquid of reputed make
11) Floor cleaning liquid
12) Brooms (Hard and Soft with long and short handles)
13) Brasso or equivalent
14) Liquid toilet cleaner
15) Rat pad
16) White pad
17) Plastic Scrubber
18) Caddy Baskets
19) Floor cleaner
20) Dish Washer
21) Hand wash
22) Nylon scrubber
23) Drain openers (large and small)
24) Scrubbing Brush Hard
25) Black Brush
26) Blue Dry Mop Com. (important)
27) Scotch Brite or equivalent
28) Scented toiler dipper
29) Sanitizer
30) STP Chemicals
31) Micro fibre cloth(for consoles)
32) Wash basin drain cleaners.
33) Polish for wood and steel.

b) Durables

1) Toilet Brush
2) Glass Wiper
3) Floor wiper/Rubber Squeeze
4) Dustpan
5) Vacuum pump
6) Face Mask
7) Dust Control mop
8) Spray bottles
9) Kentucky Mop or equivalent
10) Buckets (small and large)
11) Jet pump for cleaning the toilet floor

Note:-

The successful Bidder on awarding the contract should produce the ***Material Safety Data Sheet*** of all chemicals used in the premises.

3.1.2 A regular inspection program by supervisory staff to monitor chemical safety should include the following criteria:

- Correct labeling/signage
- Correct handling/application
- Wearing of PPE and replacement requirements.

3.1.3 Cleaning Equipment, Tools Etc:

a) The successful Bidder shall arrange at his cost all tools and tackles for cleaning, sweeping, wiping, scrubbing, polishing and washing in and around the area. No claims shall be made in invoices regarding the tools/machinery used for mechanized housekeeping.

b) The successful bidder/contractor shall also arrange for all other equipment's/materials not mentioned in the list or scope that may be required for providing mechanized housekeeping and maintenance services at their own cost.

c) Brand new Machines from a reputed supplier or manufacturer such as Eureka forbes/Taski/Karcher/Roots only should be brought by the Bidder and should always be in working condition. The list of bare minimum machinery & equipment to perform daily jobs at the site should be;

1) Signage boards
2) Double Bucket Wringer Trolley
3) Glass cleaning Kit
4) Single Disc Scrubbing Machine

5) Wet & Dry Vacuum Cleaner Machine (Heavy duty)
6) Water Jet High Pressure Machine
7) Mechanical sweepers

These Machines and Tools should on no account be taken away from the site without prior intimation to BESCOM. No claims shall be made in invoices regarding the tools/machinery used for mechanized housekeeping.

3.2 SCOPE OF WORK FOR HOUSEKEEPING SERVICES

The Scope of work provided in this document is a broad outline of the jobs to be performed, considering the vital nature of the Complex, including the Security aspects of the Complex.

a) Cleaning, sweeping, mopping and wiping of floors, staircase on daily basis on all working days. If necessary pending cleaning work will be permitted on Saturdays.

b) Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows venetian blinds, racks, sofas, typewriters, computers, telephones, curtains, wall mounted fans etc., with dry/wet cloth, feather brush and duster.

c) Lifting, carrying and disposing the dead birds/animals, rats, insects etc. if found in and around the office building.

d) Removal of beehives and cobwebs/honey webs from the office building and its premises.

e) Cleaning and sweeping of open area including balconies and rooftops with brooms.

f) Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis shall be maintained by the Supervisor of the successful Bidder and will be countersigned by the Monitoring Bidder at regular intervals and finally at the end of each month.

g) The successful Bidder should possess or procure needful infrastructure, gadgets and other material required for smooth housekeeping services at his cost. No additional cost towards this will be borne by BESCOM.

h) The successful Bidder shall, however, survey the area and make assessment of the manpower requirement on his own (should deploy not less than the minimum requirement of workforce).

i) The successful bidder must employ adult and trained labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and other formalities. In order to maintain quality services and minimize operational problems.

j) The level of mechanized housekeeping services to be provided shall be of the highest standard and shall be in accordance with relevant standards and best housekeeping practices.

k) The successful bidder/contractor must rotate the staff once in six months with prior written intimation to BESCOM.

l) The successful Bidder shall ensure that all the workforce deployed wear uniform while on duty.

m) The routine housekeeping operations shall be completed before 9:00 AM.

Every day, while other allied works shall be continued without affecting official work. This may be changed by the BESCOM, if need arises to do so and also the **DAS Control Rooms** are functioning 24x7, as such the bidder has to provide the housekeeping services all the 24 hours on shift basis.

n) While performing House Keeping at the officers chambers a responsible representative of the successful Bidder should accompany the servicemen/ women.

o) The daily schedule and frequency of operations should be such that it should not cause hindrance or inconvenience to the occupants at any time.

p) All areas of the buildings, surrounding area, terrace etc. of the premises shall be cleaned to a high standard and the type and frequency of cleaning adopted should give clean and hygienic environment at all times at all places. All areas are to be attended to with equal importance. Busy and constant movement areas such as corridors, staircases, toilets etc. need intensive and concentrated cleaning and maintenance.

q) Correct type of cleaning shall be adopted for each and different types of finishes used in the building. Mechanized cleaning shall be adopted every day. Housekeeping operations shall be done with utmost care to avoid damages, scratches, deterioration etc. to the surface materials, finishes etc.,

3.2.1 ROUTINE OPERATIONS

The house keeping Bidder shall carry out the cleaning and other connected operations at daily/weekly/fortnightly/monthly frequencies as enumerated below by appropriate cleaning materials of approved quality and make.

3.2.1.1 DAILY OPERATIONS

a) Sweeping the entire floor area of the office once a day in the morning and again as and when required or called for including dusting the carpets by vacuum cleaner.

b) Wet mopping the entire floor area of the office once a day in the morning and control centres in all the shifts with disinfectants and deodorants and again as and when required.

c) Cleaning of attached toilets, wash basins in senior officers' chambers with disinfectants once a day in the morning and again as and when called for.

d) Cleaning of general toilets/washbasins with disinfectants in all the shifts and again as and when called for.

e) Dusting and cleaning of doors, windows, furniture, fixtures, glass partitions, electrical fixtures and other equipment's like computer cubicles, table tops, chairs, overhead storage units, side racks, drawer boxes, filing racks, cupboards, cabinets, paper trays, flower vases, telephones etc. with wet cloth and vacuum cleaner.

f) Clearing and cleaning of dust bins/waste paper baskets twice a day morning & evening.

g) Washing and cleaning of drinking water/tea glasses as and when called for and cleaning of water purifiers once a day in the morning.

h) Removing of stains and spills on the table tops/floors with suitable solvents.

i) Filling up of clean potable water in the water filters once a day and as and when required.

j) Spraying of room perfumes whenever required and as directed.

k) Cleaning of Carpets provided in conference halls and senior officers chambers once a day and again as and when called for.

l) Sweeping and wet mopping of staircases and cleaning of stair case handrails at least twice a day and again as and when required.

m) Cleaning and upkeep of all utility rooms such as electrical substation, pump room, lift room etc. in presence of the respective operators in the course of the day.

n) Sweeping of the entire parking areas twice a day and again as and when required.

o) Sweeping and wet mopping of all entrance steps twice a day and again as and when required.

p) Pumping of water from sump tank to overhead tank as and when required.

q) The Bidder shall ensure and arrange continuous supply of water to all floors during office hours.

3.2.1.2 WEEKLY OPERATIONS

a) Thorough cleaning of furniture, partitions, doors/knobs and window glasses/grills.

b) Thorough wash of all toilets with chemicals, acids, detergents etc.

c) Cleaning of all light fittings, ceiling/pedestal fans, tube light fittings, air conditioners etc.

d) Removing of cobwebs.

e) Cleaning and Polishing of metal name plates/boards.

f) Thorough cleaning of walls, floors, electrical fittings and ceilings in the Conference Halls.

g) Arresting leakages in pipe lines/taps/washbasins etc. and replacing the same as and when required.

h) Thorough dusting in record rooms using vacuum cleaners or otherwise.

i) Washing the entrance corridor and perimeter of the building, including ramps, roads, and entire pavements, vehicle parking area.

j) Washing of all Corridors with soap and hard brush for removal of stains.

k) Disposal of collected debris from the BESCOM Control centre premises.

3.2.1.3 FORTNIGHTLY OPERATIONS

a) Spraying of disinfectants in and around the building toilets, pantry, etc.

b) Removal of moss, fungus and lichen from the building wall.

c) Cleaning of rainwater drains, manholes etc.

d) Cleaning of all terraces, chejjas and clearing of rainwater outlets etc., and as when required.

e) Rodent control operations- Since the building has critical infrastructure frequent preventive maintenance regarding rats and rodents is essential in this regard keeping poison for rodents (rats/ bandicoots) and removing dead rodents neatly. Precaution shall be taken while identifying the locations for keeping the poisonous materials in the premises so that no human being shall come in contact with poisonous materials.

f) Specialized pest control treatment shall be carried out for rats and rodents, bed bugs as when required.

g) Prophylactic treatment to be done with approved chemicals and disinfectants for the control of mosquitoes, lizards, cockroaches, etc. at corridors, open areas, record rooms etc.

h) Clearing and Cleaning of chejja and other projected areas.

3.2.1.4 MONTHLY OPERATIONS

a) Sweeping and brushing of entire floors with water and necessary chemicals.

b) Removing accumulated stains at the edges of the walls.

c) Cleaning, dusting and polishing of wooden/steel furniture.

d) Cleaning and removing stains in stair cases/ landings/ ramps/ steps.

e) Removing cobwebs etc. from internal and external part of the office/ staircases/landings etc.

f) Thorough cleaning of overhead tanks, STP tanks and underground sumps as directed by the officer designated.

3.2.1.5 WORK TO BE CARRIED OUT AS AND WHEN REQUIRED

a) Cleaning of choked drains, inspection chambers etc.

b) Greasing of movable/rotating parts of rolling shutters/collapsible gates/ entrance gates etc.

c) Housekeeping operations in Board room/Conference Hall beyond usual office hours, and also during holidays in case of functions/meetings etc.

d) Shifting/rearranging furniture/almirahs with in the office premises.

e) Loading and unloading of materials such as records/furniture's/ computers/stationaries/to transport vehicles in respect of materials received/sent out from the building premises.

f) Cleaning of Glass curtain walls covering the building (~15 to 30mtrs) once in a year.

3.2.1.6 WASTE MANAGEMENT

a) The daily garbage shall be collected and disposed at the end of working hours.

b) Scrap generated during renovation and repairs shall be stored till it amasses to a volume to remove by lorry/tempo, the cost of such work shall be borne by the Agency/bidder.

c) Paper scrapped and shredded shall be disposed daily.

d) The common toilet waste, pantry waste shall be bagged and removed at the end of the day.

e) The debris collected in the garbage basin shall be cleared completely once in a two days.

f) All cleaning material including access ladder, vacuum cleaner etc. required for carrying out the operations shall be arranged by the Bidder.

g) The Bidder shall also arrange at its own cost soaps, phenyl, disinfectants, cleaning agents, chemicals, room freshener's etc. for the use during the operations.

h) The minimum quantity of consumables to be used by the Bidder for housekeeping operations shall be as shown in the **Annexure-D.**

3.3 SCOPE OF WORK FOR GARDENER & STP OPERATER

a) The gardener provided by the Bidder should maintain the garden in & around the buildings, daily watering to the plants as & when required and also planting the new saplings and also cleaning the garden area daily by disposing the debris accumulated in the garden.

b) The STP operator shall look into the daily maintenance/operations of STP/WTP machines and the sludge collected shall be removed as and when required.

3.4 SCOPE OF WORKS FOR SECURITY SERVICES:

a) The Bidder participating in the Bid shall be responsible for providing 24 hours security services on all the 365 days of a year to BESCOM Control Centres at HSR Layout & Rajajinagar, Bengaluru.

b) Prevention and apprehension of tress passers.

c) Providing security cover to the top officers of the company at the premises.

d) Prevention of thefts and pilferages and apprehension of any person attempting these acts and handing them over to General Manager (DAS).

e) Controlling entry and exit of personnel and vehicles of company visitors with appropriate documentation as will be laid down by the company from time to time.

f) Controlling incoming and outgoing materials, from each block of the buildings duly checking the relevant document.

g) Provide escort for men, materials and cash as and when required as instructed.

h) Exercise extra vigil after working hours and during holidays of the premises especially during the natural calamities.

i) Performing any other duties not prejudicial to the nature of duties they can be entrusted with by the company.

j) The security guard on duty should leave the place of working only after the reliever reports for duty.

3.4.1 Minimum Qualification and knowledge required for Security Guards

a) The Security Guard's minimum education standard should be 7th standard pass or equivalent.

b) The Security Personnel provided shall be able bodied, physically fit, well trained and disciplined.

c) Should (preferably) be Ex-Servicemen without gun/Para-military personnel aged between 20 to 45 years.

d) Knowledge of Kannada & English is a must. Preference will be given to those who is able to read and write Kannada and English.

4 PERIOD OF CONTRACT

The Contract period is for **two years** from the date of issue of contract and extendable for another **One year** with mutually agreeable terms and conditions.

5 QUALIFYING REQUIREMENTS

Pre-Qualifying Requirements

TECHNICAL REQUIREMENTS

Sl. No	Requirement Description	Documents to be uploaded.
1	The bidder should be a Proprietary ship / Partnership Firm / Company / Public Sector Undertaking.	Certificate of Incorporation in case of register company/Partnership deed in case of Partnership Firm/GST or PAN Registration in case of Proprietorship firm.
2	The Bidder should have EPF, ESI, Labour, GST and workmen compensation act registration with respective State/Central Government authorities and proof of such registration certificates should be uploaded along with the bid. a) EPF Registration certificate with Number and date. b) ESI Registration Number with date. c) Bidders PAN Card. d) GSTN registration certificate with Number and date. e) Valid labour license issued by labour department duly indicating the period of validity.	Bidder should upload in the eProcurement portal a copy of valid EPF Registration certificate, ESI registration number, PAN card, GSTN registration certificate, Valid labour license.
3	The bidder should furnish License/Certificate issued by Additional Director General of Police, Internal Security Division, Additional Secretary to Government and Controlling Authority(PSARA), GoK for providing security services.	Valid License/Certificate should be uploaded.
4	The bidder should have supplied in a single contract (i) A total man power of 33 numbers to any State/ Central Govt. offices/PSU in any one of the preceding five years i.e,2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 as on the date of bid	Contract Order/ Award issued by the concerned departments should be uploaded.

	submission. (ii) A total man power of 16 numbers in respect to Micro & Small Enterprises (MSME)to any State/ Central Govt. offices/PSU in any one of the preceding five years i.e,2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 as on the date of bid submission.	
5	The bidder should have satisfactorily completed in a single contract , (i)Providing services of minimum 33 numbers of man power to any State/ Central Govt. offices/PSU in any one of preceding five years i.e, 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 as on the date of bid submission. (ii) Providing services of minimum 16 numbers of man power in respect to Micro & Small Enterprises(MSME) to any State/ Central Govt. offices/PSU in any one of preceding five years i.e, 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 as on the date of bid submission	The Performance certificate issued by an officer, not below the rank of DGM/Executive Engineer or equivalent officer of State/ Central Govt. offices/PSU should be uploaded.
6	The bidder should possess the following Quality related certificates and should be valid as on the date of bid submission. a) ISO 9001:2015 (Quality Management System) b) SA 8000:2014 (Social Accountability System). c) ISO45001:2018 (Occupational Health and Safety Management System) or OHSAS 18001-2007	Valid certificates should be uploaded in the e-procurement portal.
FINANCIAL REQUIREMENTS		
7	The Annual Turnover should not be less than two times **the Amount Put To Tender** in any two of preceding five financial years. i.e., 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 should be uploaded.	Audited Annual Account Statement/balance sheet/profit or loss statement for the preceding five years i.e., 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 should be uploaded.

8	The Liquid Assets as on 30.06.2023 or at later date before last date of submission of technical bid consisting of cash in hand+ cash in bank + Term Deposits + availability of fund based credit facilities in any of the Nationalized bank or Scheduled Bank should not be less than 25% of amount put to tender. The cash at bank and bank deposits as on 30.06.2023 or at later date before last date of submission of technical bid should be supported by certificate issued by any scheduled/nationalized bank duly indicating the balance on given date. (The bidder is having bank account in multiple banks. The cash at bank, bank deposit and fund based credit facility for the bidder it should be on the same date for all the banks). In case of Fund based credit facility, the certificate issued by the scheduled/nationalized bank duly mentioning the sanctioned limits, funds.	The cash at bank, bank deposits & fund based credit facilities as on 30.06.2023 or at later date before last date of bid submission should be supported by certificate issued by any scheduled/ nationalized bank duly indicating the sanctioned, utilized and balance amount on a given date. (In case the bidder is having multiple bank accounts. The document issued by banks supporting cash at bank, bank deposits and fund based credit facility for the bidder should be on the same date for all banks accounts).
GENERAL REQUIREMENTS		
9	Any bidder from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.	Registration certificate in the format issued by the competent authority should be uploaded.
10	A certificate for having read the clauses is required to be submitted/uploaded by the bidder separately in the following format; I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority; I hereby certify that this bidder fulfils all requirement in this regard and is eligible to be considered (Where applicable, evidence of valid registration by competent authority should be attached).	Self-declaration certificate in the prescribed format should be uploaded.
11	The bidder should not have been defaulted or black listed by any Central/State Government or public sector under taking of India. Self-declaration should be uploaded.	Self-declaration should be uploaded.

12	The bidder should furnish a self-declaration stating that the information/data furnished as part of their bid is true and correct. Subsequently, if it is found incorrect, such bidder will be black listed and further action will be initiated	Self-declaration should be uploaded.

6 IMPORTANT INFORMATION

a) Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified apart from forfeiting EMD, if they have made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and/or Record of poor performance such as not properly completing the contract of financial failures etc.

b) The Bidder shall furnish the originals of all the documentary proof up-loaded for the above mentioned Qualifying requirements, if required.

c) The Bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the Bidder has accepted terms & conditions of the tender.

d) Details of Payments Receipts shall be uploaded towards payment of Professional Tax, EPF, ESI and GST.

e) After awarding the contract to the Bidder if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, apart from initiating legal action, such as forfeiting performance guarantee/ Blacklisting the firm.

f) Quantities noted above are provisional and subject to change as per provisions of KTPP Act.

g) When the minimum wages are increased by the Govt of Karnataka, the amount will be increased in proportion towards wages.

h) Bid documents will be issued to prima facie qualified agencies in good faith. However, such issue of Bid document will not automatically mean that agencies are considered qualified. Such qualification will be reviewed at the time of the evaluation of the Bids.

i) BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.

j) The name and address along with seal of the authorized representative of the Bidder who will be interacting in future has to be furnished.

k) The tender not submitted through e-procurement portal and also non-submission of EMD is liable to be rejected.

l) BESCOM will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.

m) The Bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

n) The Bidder/ firm having criminal background or insolvent is not eligible to participate in the tender.

o) The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the offer. If deviation certificate is left unfilled, it will be treated as there are no deviations.

7 SUPERVISION

Bidder shall carry out inspections from time to time and ensure satisfactory performance of the House keepers, Gardener, STP operator and security services provided by them.

8 PAYMENT

a) The Bidder shall submit the monthly bill in duplicate with authenticate seal and signature for payment. The Bidder shall submit the bills for payment of remuneration of the house keepers, security services and all other man powers provided under this contract to the O/o The General Manager (DAS), BESCOM, BICC-1, 17th Cross, 24th main, Sector-2, HSR Layout, Bangalore 560102 by the 1st week of each month duly getting certified from the concerned DAS officer, BESCOM in-charge of House keepers, Gardener, STP operator and security services. Separate bills for BICC-1 and BICC-2 control centres to be submitted for every month. The payment will be paid subsequently on succeeding month as per corporate norms.

b) It is mandatory that, the Bidder shall make the payment to its employees within 8th of the every month irrespective of payment received from BESCOM. It is the responsibility of the bidder to produce previous month's ESI, PF contribution receipts and salary aquittance of the deployed staff along with the bill for payment. This shall be strictly adhered to, before making payment.

c) The Bidder shall arrange to pay EPF, ESI, and GST in respect of the persons deployed in BESCOM directly to the respective Government/Central Government Departments. In relation to PF @12.00% of the employee's share and @13.00% of employers share and ESI at 3.25 % be paid directly by Bidder using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by Bidder. Remittance of such amount is wholly the responsibility of the Bidder. A copy of the receipt of PF/ESI paid shall be given to the employees each month.

d) All provisions related as per the Acts noted below shall be provided to the employees by the Bidder only and Bidder shall provide all related benefits under these following workmen's act related to Labour law.

i) Minimum Wages Act, 1948.
ii) Payment of Wages Act, 1936.
iii) Contract Labour (Regulation and Abolition) Act, 1970.
iv) Employees PF and Miscellaneous Provision Act, 1952.
v) Employees State Insurance Act, 1948.
vi) Payment of Bonus Act, 1965.
vii) Workmen's Compensation Act

viii) Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

ix) Providing benefits as per above Laws to its employees is the responsibility of the Bidder itself.

e) The payment shall be restricted to the number of housekeepers, Security guards, gardeners and STP operator worked during that particular month as certified by the officer of DAS, BESCOM.

f) The Bidder shall furnish the original documents/ enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

a) Monthly Attendance Register.
b) Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective Govt/Central authorities along with the Employees details.
c) Copy of EPF paid in the formats such as 5A,10,12A and ESI paid in format 7
d) Copy of format 3A and 6A (For annual EPF paid) and format 6 (For Half yearly ESI paid).
e) Copy of GST paid in the format ST-3 and TR-6.

g) Each year during the month of December, Rs 3/-from each deploying staffs has to be deducted towards labour welfare fund and a contribution of Rs.6/- (each) from the Bidder side has to be paid to Welfare Commissioner Karnataka Labour Welfare Board, My sugar building Annex, 2nd Floor, J.C Road, Bangalore-2. The payment details pertaining to this has to be furnished in subsequent monthly bill.

9 TYPE OF TENDER:

Tender is invited in Two tender document system as below;

PART-I: TECHNO-COMMERCIAL BID

Techno commercial bid contains technical and commercial conditions of the tender.

The bidders shall read all technical particulars and commercial conditions carefully before uploading the same in the e-procurement portal. The relevant documents in support of meeting the eligibility criteria should be furnished in the techno-commercial bid.

PART-II: PRICE BID

The price bid contains the price schedule.

ISSUE OF TENDER DOCUMENTS:

Tender documents can be downloaded from e-procurement portal https://kppp.karnataka.gov.in. on **17.07.2023, 16:00Hrs** onwards at free of cost.

CONTENTS OF BIDDING DOCUMENT:

The bidding documents are as follows:

Section I - Instructions to Bidders (ITB)
Section II - General Terms and Conditions of Contract (GCC)
Section III - Annexures

10 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

11 TECHNICAL PROPOSAL

- The bid must clearly indicate the name of the Bidder, the type of services to be provided.
- Failure to upload all information as per the bid document or submission of bid with partial information will be at the bidder's risk and is liable for rejection.

12 PRICE PROPOSALS

The Bidders shall fill and upload price sheet in e-procurement portal in the provision provided for uploading "Financial Bid Document";

a) **The bidder shall quote a lump sum cost for two years** which shall include cost for;

   i. Providing Mechanized Housekeeping services, Security Services, gardeners (19Nos house keepers, 2Nos housekeeping supervisors, 16No's of security guards, 1No's of security supervisors, 2No's of gardeners and 1 No of STP operator) to BESCOM Integrated Control Centers (BICC-1 & BCC-2) at HSR Layout and Rajajinagar, Bangalore including the components such as Basic minimum wages, EPF, ESI, Service Charges ,Others LWW 4.81% and GST.

   ii. Providing STP operators (1No's) to BESCOM Integrated Control Centre (BICC-1) at HSR Layout, Bangalore including the components such as Basic wages, EPF, ESI, Service Charges, Others LWW 4.81% and GST.

   iii. Materials required for providing mechanized Housekeeping Operations (The minimum quantity of materials/consumable/ durables to be supplied/utilized per month as shown in Annexure-D of Annexures shall be taken into account for quoting rates including applicable GST) for two years to BESCOM Integrated Control Centers (BICC-1 & BCC-2) at HSR Layout and Rajajinagar, Bangalore.

b) The bidder shall provide the details of quotes for each item (in the commercial bid format) in the e-procurement portal by selecting the option as **other levies or statutory components** (available in break up option of taxes).

c) The Bidder shall quote only in Indian Rupees.

d) The price bid is inclusive of service charges and all taxes, the successful bidder shall give a breakup of the quoted lump sum amount with service charges separately which shall not be less than 5% of the bid amount prior to contract signing. The bidder should quote the service charges not less than 5% of amount put to tender. If any bidder quotes less than 5% such bids will be deemed for rejection

e) The quoted prices shall be on **FIRM** price basis which shall remain valid throughout the contract period.

f) Any alteration in the rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted.

g) The bidder will not be entitled for any other charges, allowances or weightages apart from the quoted rates.

13 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, Techno - Commercial and other presentations etc., and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

14 CLARIFICATIONS ON BID DOCUMENTS:

a) A prospective Bidder requiring any clarification on Bidding Document may notify the Owner in writing. Owner will respond in writing/upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document.

b) Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to "The General Manager(Ele.), DAS Section, BICC-1, 24th main, 17th cross, Sector-2, HSR Layout, Bangalore Electricity Supply Company Limited (BESCOM), Bangalore-560102" on or before the date and time as mentioned in the e-Procurement platform.

c) A pre-bid meeting shall be held on **21.07.2023 at 11:00** Hours at the Office of "The General Manager, DAS, BICC-1, 24th main, 17th cross, Sector-2, Bangalore Electricity Supply Company Limited (BESCOM), Bangalore-560102". All the interested bidders who require clarifications on any aspect of bid, should send their queries in writing/email on or before the date and time as mentioned in the e-Procurement platform.

d) The queries shall be dealt with at the pre-bid meeting. Based on the outcome of the pre-bid meeting at any time prior to the deadline for submission of the bid (technical and financial proposals) or extended date, if deemed necessary, BESCOM reserves the right to add/modify/delete any portion of this document by issuing an amendment. The amendment will be uploaded in e-procurement portal and such amendment will be binding on the bidders.

e) Letters seeking clarifications received subsequent to the mentioned date will not be entertained. Interested Bidders may also submit online queries through the e-Procurement platform/email and need to mention their firm credentials along with online queries.

f) Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

15 AMENDMENT TO BIDDING DOCUMENT:

a) The employer at his discretion may alter, amend or modify the bidding conditions at any time prior to the last date fixed for submission of bids. All such amendments or modifications will be notified in e-Procurement portal and the Employer will bear no responsibility or liability arising out of non-acknowledgment of the same before submitting the bid.

b) In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids employer may at his discretion extend the last date for submission of bids as deemed fit.

c) Such amendments, clarifications, etc, shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid.

e) The addendum/corrigendum will be uploaded on the https://kppp.karnataka.gov.in website. Bidders are requested to visit the website frequently to check for any amendments.

16 LANGUAGE OF BID:

The bids shall be prepared in English language. Bids submitted other than English language is liable for rejection. All correspondence including clarifications if any will be communicated in English language only.

17 VALIDITY OF BIDS:

Bids shall remain valid for 180 Days from the date of opening of the Bids as prescribed by BESCOM.

In exceptional circumstances, the employer may seek bidder's consent for an extension of the bid validity period. The request and consent both shall be made in writing.

18 REMUNERATIONS:-

Bidder shall be responsible for the payment of salaries and other benefits, including ESI, PF, etc., and any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations to the house keeping personnel under any circumstances.

19 TAXES AND DUTIES:

Bidder shall quote inclusive of all taxes and duties. If no mention is made then prices quoted will be evaluated as inclusive of all taxes. All other charges such as EPF, ESI, PT and GST shall be quoted as per prevailing statutory provision. The service charges have to be mentioned in the form of Rupees (amount) not in percentage. Any such Taxes, Duties, Levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the owner. In case of deductions of statutory taxes, prevailing procedure will prevail. As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the Owner shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law. Before quoting, the Bidder shall ascertain from the concerned Tax Authorities of Government of Karnataka, the applicability of Work Contract Tax, GST etc., in respect of this contract and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these Taxes. If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM.

If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

20 METHOD OF SUBMITTING THE BID

a) The bids shall be submitted through e-procurement portal only on or before the last date and time for submission of bids on or before the date and time as mentioned in the e-Procurement platform.
b) Bids without requisite EMD as specified in the bid documents will not be able to access for submission of bids.
c) All the documents in support of qualifying requirements shall be scanned and uploaded in the e-Procurement portal https://kppp.karnataka.gov.in
d) Bids not complying with the documents (to be uploaded in e-procurement portal) and other statutory requirements (Fees/EMD etc) will not be considered for opening of price bids and award.

20.1 TENDER PROCESSING FEE & EARNEST MONEY DEPOSIT

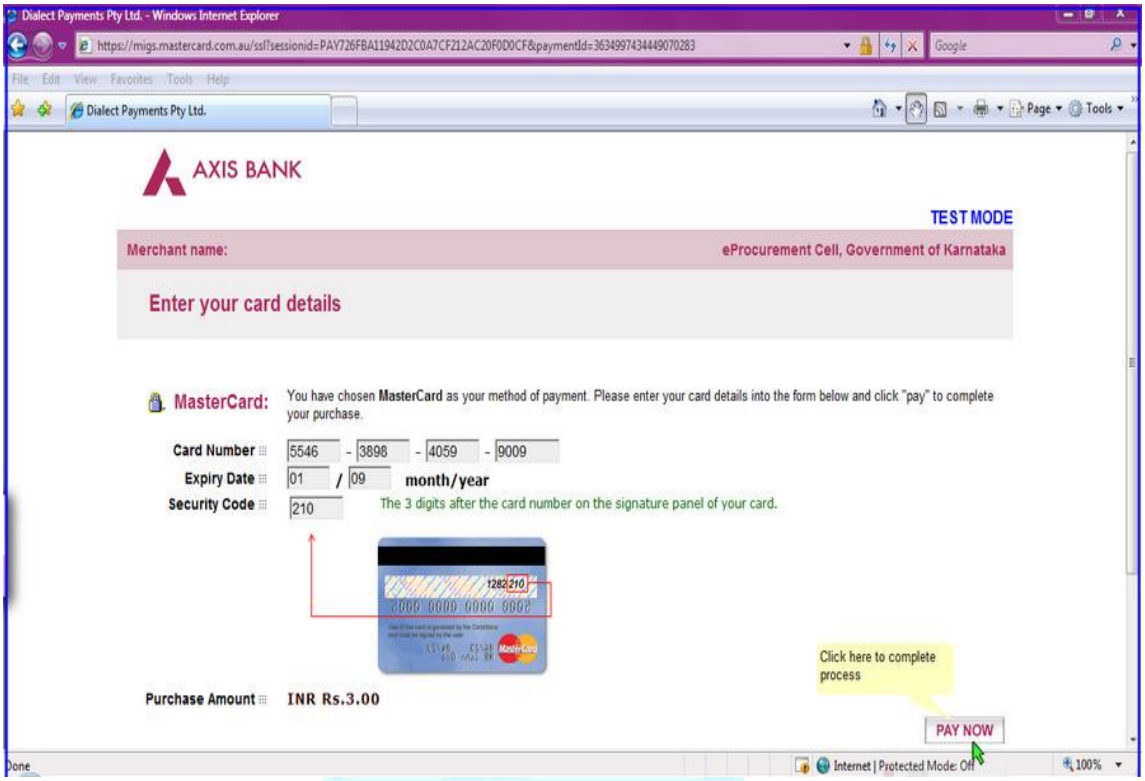
The eligible bidders who wish to participate in the tender shall have to pay the non-refundable tender processing fee & EMD.

a) Tender processing Fee means the non-refundable fee specified by the competent authority (e-Governance) to be paid by the individual Bidder for participation in tenders floated on the Karnataka Public procurement portalhttps://kppp.karnataka.gov.in
b) Bids shall be accompanied by Tender Processing Fee, for an amount as mentioned in the e-Procurement platform, and EMD for an amount as indicated under shall be submitted through any of the four e-payment modes mentioned in the e-procurement Portal.
The EMD for the tender is **Rs. 3.55 Lakhs (Rupees Three Lakh Fifty Five Thousand only)**
c) Permanent EMD holders (if any) for Turnkey Projects with BESCOM are **Not exempted** from furnishing the EMD. **PEMD HOLDERS SHOULD ALSO FURNISH EMD.**
d) Government/Quasi Government/Public Sector undertakings are not exempted from furnishing the EMD. However, GoI/GoK undertakings like MECON, KAVIKA, MEI etc., are allowed to pay the stipulated EMD against individual tenders in the form of Bank Guarantee.
e) **Up to Rs. 10.00 Lakhs:**
The EMD Payment up to Rs. 10 lakhs same shall be made through any of the following four modes of e-Payment.
    - Credit Card
    - Direct Debit
    - NEFT / RTGS
    - Over-the-Counter (OTC)

20.1.1 CREDIT CARD PAYMENT METHOD:

To pay the registration fee through your credit card, click on the "Credit Card (Online Payment)" option. If you choose to pay the fees later click on "Close" button. Click Pay after verifying details on the screen that appears. Click on "Pay" button to proceed with payment process. Click "Back" if you

wish to choose a different payment method. Click on "OK" button on the payment method Confirmation window that is displayed. You will choose your card type (VISA, master Card). You enter your credit card details. Card Details completely filled.


Dialect Payments Pty Ltd. - Windows Internet Explorer
AXIS BANK
TEST MODE
Merchant name:
eProcurement Cell, Government of Karnataka
Enter your card details
MasterCard:
You have chosen MasterCard as your method of payment. Please enter your card details into the form below and click "pay" to complete your purchase.
Card Number
5546 - 3898 - 4059 - 9009
Expiry Date
01 / 09 month/year
Security Code
210
The 3 digits after the card number on the signature panel of your card.
Click here to complete process
Purchase Amount
INR Rs.3.00
PAY NOW

The screen will look like it is shown above when you have completely filled card details. Click on "PAY NOW" button to effect the payment. Your card details are verified by the payment gateway service and you will receive confirmation of payment debited to your card account if the card is valid. If the card is not valid you will receive alert about it and system will wait for you to correct any errors in the card details provided by you. A successful transaction message is displayed.

20.1.2 DIRECT DEBIT METHOD:

Click on "Direct Debit Using Internet Banking (Online Payment) option to pay from your bank account through Internet Banking facility.

Click on "Pay" to proceed or "Back" to change the payment method on the Payment details screen.

Click on "OK" on the confirmation window to effect the payment. Click on "Cancel" and then on "Back" to change the payment method.

You will information on your screen about successful completion of payment process.

20.1.3 OTC PAYMENT PROCEDURE:

If a contractor/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated Axis Bank branches listed in the e-Procurement web-site (https://kppp.karnataka.gov.in) the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under

the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

20.1.4 NEFT PAYMENT PROCEDURE:

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred has to be inputted in e-Procurement system as part of its bid. The supplier/contractor's bid will be evaluated only on confirmation of receipt of payment (EMD) in the Government of Karnataka central pooling a/c held at Axis Bank. For details on e-Payment services refer to e-procurement portal for more details on the process.

Note: In e-Procurement Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time /Date.

Earnest Money Deposit paid by the unsuccessful Bidders will be returned as soon as possible after the tender has been finalized.

Earnest Money Deposit of the successful Bidder will be refunded after fulfilment of the Security Deposit Clause. The deposit towards EMD shall not carry any interest. Permanent EMD will not be considered.

20.1.5 EMD Forefieture:

a) If the Bidder withdraws his bid during the period of bid validity specified by the Bidder in the bid form; or In case of successful Bidder, if the Bidder fails to sign the contract in accordance with the terms of the tender document

b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client

c) Fails or refuses to honor his own quoted prices for the services or part thereof.

21 LAST DATE FOR SUBMISSION OF BIDS:

The tender documents shall be submitted through e-procurement portal https://kppp.karnataka.gov.in on or before **16:00 Hrs of 01.08.2023.**

Proposals shall be received by BESCOM using unified e-Procurement platform of the BESCOM, no later than the time and date stipulated in the tender/e-procurement portal.

Note: It will be in the interest of bidders to familiarize themselves with e-Procurement system to ensure smooth preparation and submission of tender documents, well in time.

22 OPENING OF TECHNO-COMMERCIAL BIDS

The Techno-commercial bids will be opened on **04.08.2023 at 11:00Hrs.**

The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

23 CLARIFICATIONS FROM BIDDERS:

To assist in the evaluation and comparison of bids, employer may at his discretion ask the bidder for a clarification of his bid in accordance with KTPP act. The request for clarification and the response shall be in writing but no change in the quoted price is permitted in the post tender clarifications.

24 CONTACTING THE EMPLOYER:

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is not made by employer to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, employer and/or his employees/representatives on matters related to the bids under consideration. If bidder wishes to bring additional information to notice of the BESCOM, it should be done in writing.

25 REJECTION OF BID

Any effort by a Bidder to influence the BESCOM in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidder's bid.

Any false declaration by bidder during or after the bidding process would result in blacklisting of the bidder, forfeiture of entire Performance Bank Guarantee/Earnest Money Deposit and payments due to the bidder.

26 RIGHT TO ACCEPT/REJECT BIDS

BESCOM reserves the right to accept any bid, to annul the Tender process & reject all bids at any time prior to award of Contract, without any obligation to inform the affected Bidders on the grounds for BESCOM's action.

The BESCOM reserves the right to negotiate the financials with the L1 Bidder and seek revised financial bid.

27 EVALUATION OF BIDS

The bids submitted in e-procurement platform will be evaluated on the basis of techno-commercial information furnished by the bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the bidder.

28 OPENING OF PRICE BID

The price bids of all the techno-commercially responsive bidders will be opened after the prior approval from the BESCOM Management and Tender Scrutiny Committee. The date and time of opening of the price bid will be intimated to all qualified bidders through e-procurement portal/email.

29 EVALUATION/COMPARISON OF PRICE BIDS

The price bids of the bidders will be evaluated on the total computed cost as per the price bid uploaded in the e-procurement portal.

30 NEGOTIATIONS

The lowest rates quoted by bidder will be compared with respect to the amount put to tender and prevailing market price. In the opinion of the employer, if the lowest offered rate of the bidder is found to be on the higher side, then negotiation of rates will normally be done with L-1 bidders only in terms of KTPP Act.

If more than one bidder quotes the same rates then L-1 Bidder will be selected based on GOK order No: PWD 1359 SO/FC 2001(P2) Dated:25.10.2002.

31 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

32 LIQUIDATED DAMAGES

The Liquidated Damages charges shall be levied as per Clause 'LIQUIDATED DAMAGES' provided in the General Conditions of Contract, on the total value of the contract/Award amount.

33 TIME – THE ESSENCE OF CONTRACT

The timelines for carrying out activities as detailed in the scope of the work. The important objective is to make sure activities defined in the scope shall be carried

out within the stipulated time. The contractor shall organize and engage his workers to complete the works within stipulated time.

34 NOTIFICATION OF AWARD

Employer will notify the successful bidder in writing by letter that his bid has been accepted prior to expiry of bid validity and/or extended validity period, if any.

35 ISSUE OF WORK AWARD

Owner will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the bid with lowest quote, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Owner shall be the sole judge in this regard.

a) Detailed Work award (DWA) will be issued by the General Manager (DAS), BESCOM.

b) The conditions indicated in the DWA, Bidding Documents and Technical Specifications and Requirements will be binding upon BESCOM and the successful bidder.

c) On receipt of the DWA, if the successful bidder needs clarification on any of the terms/conditions he shall raise the issue specifically and get the matter clarified immediately.

36 TERMINATION FOR DEFAULT

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Service Provider, terminate the Contract in whole or in part.

a) If the Bidder fails to deliver any or all of the goods/ items /services within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

b) If the Bidder fails to perform any other obligation(s) under the Contract.

37 USE AND RELEASE OF BID SUBMISSIONS

BESCOM is not liable for any cost incurred by the bidder in the preparation and production of the proposal, the preparation or execution of any benchmark demonstrations, simulation or training service or for any work performed prior to execution of a formal contract. All materials submitted becomes the property of BESCOM and may be returned at sole discretion of employer.

38 MODIFICATION AND WITHDRAWAL OF BIDS

No modification or withdrawal of bids is permitted in accordance with the unified e-Procurement platform.

39 CORRECTION OF ERRORS

Bidders are advised to exercise greatest care in entering the pricing figures. No excuses are entertained for the mistakes that have been made or requests for prices to be corrected. The e-Procurement portal will not allow any corrections after the submission of the bid.

40 PERFORMANCE BANK GUARANTEE

The successful bidder shall deposit an unconditional and irrevocable Performance Bank Guarantee (PBG) within 15 days, after the receipt of LOI or prior to signing of

the contract whichever is earlier, from a Nationalized Bank, payable on demand at Bangalore, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee will be for **an amount of 10% of the total contract value.** All charges whatsoever such as premium, commission etc., with respect to the Performance Bank Guarantee shall be borne by the bidder.

The validity of the performance bank guarantee shall be as per the terms and conditions in the Performance Bank Guarantee mentioned in the General Conditions of Contract (GCC).

The Performance Bank Guarantee shall be discharged/returned by BESCOM upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee (PBG).

In the event of the bidder being unable to service the contract for whatever reason, BESCOM shall revoke the PBG. BESCOM shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

BESCOM shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/ omission on bidder's part.

The PBG shall be furnished in format prescribed by employer (shall be provided on receipt of LOI by the successful bidder).

41 DISPUTE

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Hon'ble Managing Director/ Director (Technical), Corporate Office, BESCOM, K.R.Circle, Bangalore-1 whose decision shall be final and binding on both the parties to this contract.

Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and in case of any dispute between the Bidder and the engaged housekeepers employed by the Bidder, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

Sd/-
General Manager (Ele.,)
DAS,TIC & SG Section, BESCOM